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8 City of Pasadena and Bartman Horn

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11  
12 PARIS HOLLOWAY,

13 Plaintiff,

14 vs.

15 CITY OF PASADENA; and  
16 BARTMAN HORN,

17 Defendants.  
18  
19

Case No. 2:15-cv-03867-CAS-JC

Honorable Jacqueline Chooljian

**STIPULATION FOR  
PROTECTIVE ORDER**

20 IT IS HEREBY STIPULATED AND AGREED TO, by and between the  
21 Parties, through their respective counsel of record, that:

22 1. INTRODUCTION

23 A. PURPOSES AND LIMITATIONS

24 As the parties have represent that discovery in this action is likely to involve  
25 production of confidential, proprietary, or private information for which special  
26 protection from public disclosure and from use for any purpose other than  
27 prosecuting this litigation may be warranted, and seeks the following Protective  
28 Order. This Order does not confer blanket protections on all disclosures or

1 responses to discovery. The protection it affords from public disclosure and use  
2 extends only to the limited information or items that are entitled to confidential  
3 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
4 below, this Protective Order does not entitle the parties to file confidential  
5 information under seal. Rather, when the parties seek permission from the court to  
6 file material under seal, the parties must comply with Civil Local Rule 79-5 and with  
7 any pertinent orders of the assigned District Judge and Magistrate Judge.

#### 8 B. GOOD CAUSE STATEMENT

9 In light of the nature of the claims and allegations in this case and the parties'  
10 representations that discovery in this case will involve the production of confidential  
11 records, and in order to expedite the flow of information, to facilitate the prompt  
12 resolution of disputes over confidentiality of discovery materials, to adequately  
13 protect information the parties are entitled to keep confidential, to ensure that the  
14 parties are permitted reasonable necessary uses of such material in connection with  
15 this action, to address their handling of such material at the end of the litigation, and  
16 to serve the ends of justice, a protective order for such information is justified in this  
17 matter. The parties shall not designate any information/documents as confidential  
18 without a good faith belief that such information/documents have been maintained in  
19 a confidential, non-public manner, and that there is good cause or a compelling  
20 reason why it should not be part of the public record of this case.

#### 21 2. DEFINITIONS

22 2.1 Action: The instant action: Paris Holloway v. City of Pasadena  
23 and Bartman Horn, 2:15-cv-03867-CAS-JC.

24 2.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.3 "CONFIDENTIAL" Information or Items: information  
27 (regardless of how it is generated, stored or maintained) or tangible things that  
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1 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
2 above in the Good Cause Statement.

3           2.4    Counsel: Outside Counsel of Record and House Counsel (as well  
4 as their support staff).

5           2.5    Designating Party: a Party or Non-Party that designates  
6 information or items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8           2.6    Disclosure or Discovery Material: all items or information,  
9 regardless of the medium or manner in which it is generated, stored, or maintained  
10 (including, among other things, testimony, transcripts, and tangible things), that are  
11 produced or generated in disclosures or responses to discovery in this matter.

12           2.7    Expert: a person with specialized knowledge or experience in a  
13 matter pertinent to the litigation who has been retained by a Party or its counsel to  
14 serve as an expert witness or as a consultant in this Action.

15           2.8    House Counsel: attorneys who are employees of a party to this  
16 Action. House Counsel does not include Outside Counsel of Record or any other  
17 outside counsel.

18           2.9    Non-Party: any natural person, partnership, corporation,  
19 association, or other legal entity not named as a Party to this action.

20           2.10   Outside Counsel of Record: attorneys who are not employees of  
21 a party to this Action but are retained to represent or advise a party to this Action  
22 and have appeared in this Action on behalf of that party or are affiliated with a law  
23 firm which has appeared on behalf of that party, and includes support staff.

24           2.11   Party: any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel of Record  
26 (and their support staffs).

27           2.12   Producing Party: a Party or Non-Party that produces Disclosure  
28 or Discovery Material in this Action.

1                   2.13 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5                   2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7                   2.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9                   3.     SCOPE

10                  The protections conferred by this Order cover not only Protected Material (as  
11 defined above), but also (1) any information copied or extracted from Protected  
12 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
13 and (3) any deposition testimony, conversations, or presentations by Parties or their  
14 Counsel that might reveal Protected Material, other than during a court hearing or at  
15 trial.

16                  Any use of Protected Material during a court hearing or at trial shall be  
17 governed by the orders of the presiding judge. This Order does not govern the use  
18 of Protected Material during a court hearing or at trial.

19                  4.     DURATION

20                  Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs. Final disposition shall be  
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
24 or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26 including the time limits for filing any motions or applications for extension of time  
27 pursuant to applicable law.

1           5.     DESIGNATING PROTECTED MATERIAL

2                 5.1     Exercise of Restraint and Care in Designating Material for  
3 Protection. Each Party or Non-Party that designates information or items for  
4 protection under this Order must take care to limit any such designation to specific  
5 material that qualifies under the appropriate standards. The Designating Party must  
6 designate for protection only those parts of material, documents, items, or oral or  
7 written communications that qualify so that other portions of the material,  
8 documents, items, or communications for which protection is not warranted are not  
9 swept unjustifiably within the ambit of this Order.

10           Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating  
14 Party to sanctions.

15           If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18                 5.2     Manner and Timing of Designations. Except as otherwise  
19 provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as  
20 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
21 protection under this Order must be clearly so designated before the material is  
22 disclosed or produced.

23           Designation in conformity with this Order requires:

24                 (a) for information in documentary form (e.g., paper or  
25 electronic documents, but excluding transcripts of depositions), that the Producing  
26 Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
27 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
28 portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine which  
9 documents, or portions thereof, qualify for protection under this Order. Then, before  
10 producing the specified documents, the Producing Party must affix the  
11 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
14 markings in the margins).

15 (b) for testimony given in depositions that the Designating Party  
16 identifies on the record, before the close of the deposition as protected testimony.

17 (c) for information produced in some form other than  
18 documentary and for any other tangible items, that the Producing Party affix in a  
19 prominent place on the exterior of the container or containers in which the  
20 information is stored the legend "CONFIDENTIAL." If only a portion or portions of  
21 the information warrants protection, the Producing Party, to the extent practicable,  
22 shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an  
24 inadvertent failure to designate qualified information or items does not, standing  
25 alone, waive the Designating Party's right to secure protection under this Order for  
26 such material. Upon timely correction of a designation, the Receiving Party must  
27 make reasonable efforts to assure that the material is treated in accordance with the  
28 provisions of this Order.

1           6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1 et seq.

7           6.3     The burden of persuasion in any such challenge proceeding shall  
8 be on the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15         7.     ACCESS TO AND USE OF PROTECTED MATERIAL

16         7.1     Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of Section 13 below.

22           Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25         7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless  
26 otherwise ordered by the court or permitted in writing by the Designating Party, a  
27 Receiving Party may disclose any information or item designated  
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or  
15 a custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in  
17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
18 party requests that the witness sign the "Acknowledgment and Agreement to Be  
19 Bound" form attached as Exhibit A hereto; and (2) they will not be permitted to keep  
20 any confidential information unless they sign the "Acknowledgment and Agreement  
21 to Be Bound" attached as Exhibit A, unless otherwise agreed by the Designating  
22 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
23 to depositions that reveal Protected Material may be separately bound by the court  
24 reporter and may not be disclosed to anyone except as permitted under this  
25 Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.  
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order unless prohibited by law;

8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena  
10 or order is subject to this Protective Order. Such notification shall include a copy of  
11 this Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order shall not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission, or unless otherwise required by the law or court order. The Designating  
19 Party shall bear the burden and expense of seeking protection in that court of its  
20 confidential material and nothing in these provisions should be construed as  
21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
22 directive from another court.

23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL.” Such information  
27 produced by Non-Parties in connection with this litigation is protected by the  
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1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality agreement  
9 with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Protective Order  
11 in this Action, the relevant discovery request(s), and a reasonably specific  
12 description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If a Non-Party represented by counsel fails to commence the process  
16 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the  
17 notice and accompanying information or fails contemporaneously to notify the  
18 Receiving Party that it has done so, the Receiving Party may produce the Non-  
19 Party's confidential information responsive to the discovery request. If an  
20 unrepresented Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party's confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court  
26 unless otherwise required by the law or court order. Absent a court order to the  
27 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
28 this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Protective Order.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
3 orders of the assigned District Judge and Magistrate Judge. If a Party's request to  
4 file Protected Material under seal is denied by the court, then the Receiving Party  
5 may file the information in the public record unless otherwise instructed by the  
6 court.

7       13. FINAL DISPOSITION.

8           After the final disposition of this Action, as defined in Section 4, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return  
10 all Protected Material to the Producing Party or destroy such material. As used in  
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the same  
15 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or  
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
18 abstracts, compilations, summaries or any other format reproducing or capturing any  
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
22 reports, attorney work product, and consultant and expert work product, even if such  
23 materials contain Protected Material. Any such archival copies that contain or  
24 constitute Protected Material remain subject to this Protective Order as set forth in  
25 Section 4.

26       14. Any violation of this Order may be punished by any and all appropriate  
27 measures including, without limitation, contempt proceedings and/or monetary  
28 sanctions.



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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on  
April 25, 2018 in the case of Paris Holloway v. City of Pasadena  
and Bartman Horn, 2:15-cv-03867-CAS-JC. I agree to comply with and to be  
bound by all the terms of this Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_